Previous references.

Sls a g this file

G.7 - Dep 815/38 G

Later references.

Sls 1-2, B, July 12

B. June 11. Sl c. G.7 Jgs 10

B. July 11. Sls 1-3 G.7 - do -

B Apl 13 Sls 1-2 do 138-12.

LR 214 - 28 - (1-5)

1903.

Genera Finance

File No. 65 go

Serial Nos. / b & c

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. b & c

Part B. for

SUBJECT.

Further instructions in connection with Loan granted to Mr Dalvoi Devaraja Urs.

Table of contents

Loan to Mr Dalvoi Devaraja Urs.

Sl b No 872 Dated the 29th November I903

From The D.C Mysore

Forwards the draft mortgage deed in connection with the loan and states that the mortgaged properties may be manage on behalf of the Govt by the Amildars of Taluks in which the properties are situated.

Sl c No Fl I842 Dated the 22nd January I904

To The Dy Comr, Mysore

G. R. S. 58 States that the draft mortgage deed drawn up by him is defect-ive both in form and in matter, forwards a revised draft for further action and approves of thepropsals of the D.C

The Govt of H.H. the Maharaja of Mysore.
Genl & Rev Secretariat.

~~Office of the Dewan of Mysore.~~

File No. (if any)

Directions.

No., date and purport of receipts to be entered in red, and office note in black ink in order of dates.—To be written only on one side, and inside the line of margin.

Office Note.

Branch Revenue.

Subject Letter No. 302 dated 30th November 1903 from the Dy. Commr, Mysore Dro, relative to the loan granted to Mr Dalvoi Devaraj &

In Govt Order No. H 638-43 dated 8th Sept 1903 a loan sum of Rs 2,80,000 was sanctioned to Mr. Dalvoi Devaraj Urs & the Dy Commr Mysore was requested to draw up a draft mortgage deed in consultation with the Govt Advocate and submit to Govt for approval to submit proposals for the management of the properties mortgaged to Govt It was directed ~~and~~ by that no advances of money should be made until the Dy Commissioner had been put in possession of all the landed properties.

In reply to the above, the Dy. Commr now submits a draft deed drawn up ~~the~~ by the Advocate Govt for approval; as regards the 2nd point the Dy Commr proposes that the properties may be

managed by the Amildars of the Talukas in which they are situated and accounts rendered every year to him for check and adjustment of the loan and that he would submit a report to Govt.

2 as regards the 3d point he says that when the bond is executed & Registered and the properties are put in his possession, the advance will be drawn & paid to the creditors in the presence of the agent Mr. Dalvi Devaraj Bro appointed in this behalf & that the discharges filed with the bond in Dist Ct.

Mbd. 29/12 — The draft deed has the approval by Govt. The new proposals made may also be passed

31/12/03

Mr Secretary

The deed appears to be somewhat unsatisfactory on a first perusal. I shall feel obliged

if Mr. Chandrasekharayya will kindly let me have his opinions & suggestions on

it Hon
6/1/14

Apart from the form, the contents too of the draft-deed seem to be open to criticism in a few respects

Thus, it is not accurate to say that the Government have actually granted a loan of Rs 2 lakhs and odd: they have merely expressed their willingness to make advances up to that amount, in the event of the necessary conditions precedent being fulfilled, — which is a different thing.

The time from which interest is payable is left indefinite (as is also the case ~~with~~ in the G.O. of 18th Sept: 1903). It follows that interest would be claimable on the whole amount from the date of the deed. This, however,

would hardly be fair, assuming that the [illegible] of which it is made up will be advanced to individual creditors at separate times.

The list of debts should preferably be annexed to the deed.

I doubt if it can be the intention of Government to hand over to Mr Devaraja his any insistent balance (the 2 lakhs mooted in the draft).

Again, there can hardly be any need for Mr Devaraja himself to repay the advance: the advance will be adjusted in course of time without any act or election on his part, the Government crediting itself from the net income of the estate placed under its management and a half of the palace stipend.

I do not see from the papers before me any indication that, in the event of the sum available being in any particular year less than Rs 14,500, Mr Devaraja is himself to make good the deficiency. Rather it would seem that his other sources of income are intended to be left undiminished for him to live upon. The misconception is, perhaps, due to the fact that the order of Sept. requires each annual instalment to be not less than Rs 14,500-

The proviso in the revised draft is suitable.

Certainly. The interest however may be left out

No

But how if the amount available falls short of that sum in any year, say, from drought or bad collections?

I think some definite provn may be inserted.

These are among the comments that have occurred to me to make. Conveyancing is not exactly in my line; but it may possibly be of help if I append an alternative draft. ~~in which I have~~ for approval.

M Chandrasekharayya
8 Jan 1924

The draft prepared by Mr Chandrasekharayya is better than that submitted by the Dy Commr and may be adopted (I would have consulted the Govt Advocate again about it, but he is not here at present.)

The list of debts should be annexed. But I think the interest may be left out, and the Dy Cr requested to try to reduce it where possible. E.g. Messrs Hawker

& Sons charge 26000 & odd for this item & if the claim is for articles sold, they may probably be induced to make a substantial reduction.

In case the annual instalment falls short of 14500 Rs from Collections, perhaps the debtor may be asked to make good the deficiency from other sources. If that is to be the pleasure of Govt, a clause to the following effect should be added at the end:

"And the Mortgagor also agrees that in the event of the net sums collected by Govt in the manner hereinbefore indicated falling short in any year of the sum of rupees fourteen thousand five hundred, he would make good such deficiency by Payment in Cash within three months of the date of Notice thereof being given to him by the Mortgagee".

A draft order is submitted for approval

2/1/4

To the Dewan.

Recd 12/1/04.
Draft Subd
Fn 12/1/04

The Sirsh Asstt to the Hon'ble the Resident requests to be informed of the amount and the terms of the loan granted to Rao Bd. Devraj Urs, and Ranjaraj Urs and his brother.

Subd
Fn 13/1/04. 13/1/4

Sent with a draft.
Fn 13/1/04

The Secretary

Two drafts are submitted for approval-

14/1/4

The Dewan

Note. Continued

No 183
23. 3. 1904.

The Govt Advocate states that the name of the Dy Comr, Mysore District, inserted in the draft deed, should be omitted, and that in other respects the draft deed is all right.

Draft approving of the draft deed with the modification suggested by the Govt Advocate is submitted for appl.

HHC.
8.4.04

Submitted to the Secretary
8/4/04

Subd to the Dewan
with a draft
18/4/04

Memorandum
17283 21.4.04

Note Continued

his D. Devaraj Urs now requests that under the provisions of Section 9 of the Stamp Regulation Govt may be pleased to remit the stamp duty chargeable on the aforesaid deed.

[illegible] his petition
[illegible] D. Devaraj Urs
[illegible] are not
[illegible] the Sale
[illegible] Mrs D.D.
[illegible] Sale
[illegible] 2800 Rupees
[illegible] 28/6/04
[illegible] stamp duty
30/6/04

To the Secretary
forwarded
28/6/04

460
24-6-04

Submitted to the Dewan Subd
thro' the 2d Councillor for orders
29.6.1904

Submitted to the Dewan

Secretary for orders

30. 6. 1904

1873
30.6.04. Papers relating to the loan to H.H. the Devaji Sahib of
Branch II
Buckingham.

Files to the Secy

The connected papers re-
loan to the Devaji Sahib
are also put up.

Submitted to
the Dewan Sahib
Sir
5/7/1904

24/7/04 mde
24/7/04

64
5.7.04

Secy
154

These papers have not been seen
by the 2nd Counsellor, though he had called for
them in his note of the 30th ultimo. They
Dewan desired that they may be submitted
through the Counsellor -
12.7.04.

Submitted to the Dewan Sahib
thro' the 2nd Counsellor

14.7.1904

Rec'd
14/7/1904

Please return with
the papers file, &

21/7

Submitted to the
Dewan Sahib
22.7.1904

422
22.7.04.

No. 302.

Mysore Dy: Comrs Office,
Dated November 1903.
29th
H 872

From,

B. K. Venkatavaradaiyar Esq:
Deputy Commissioner
of the Mysore District.

To

H. V. Nanjundaiyya Esq: M.A, B.L.
Secretary to the Government
of Mysore,
Genl: and Revn: Depttt.

Sir,

As directed in the last but-one para of the Government Proceedings No: FB: 638-43 dated the 10th September 1903, in re the loan sanctioned to Mr. Kalroy Devaraj Urs on the security of the Landed property owned by him, I have the honor to forwards herewith for approval the draft of the mortgage deed drawn up by the Government Advocate and sent with his letter No 68 dated the 18th September 1903.

2. I beg to state that the mortgaged properties may be managed on behalf of Government by the Amildars of the Taluks in which they are situated, and accounts rendered every year to this Office

for check and adjustment of the loan. This office would in its turn submit to Government an annual report of the amounts realized and paid into the Treasury towards the loan.

3. The schedule of bonds duly received with the proceedings under acknowledgement accompanies

4. When the bond is executed and registered and the mortgaged properties are put into my possession, the advance will be drawn from the Treasury and paid to the creditors of Mr. Devanaj Urs in the presence of the Agent he may appoint in this behalf and the discharges filed with the bonds in the District Treasury here.

I have the honor to be,
Sir,
Your most obt Servt.

Deputy Commissioner
of the Mysore District.

Draft
Ramaiah
Government Lands

Mortgage deed Granted to the Hyde Government represented by the Deputy Commissioner of Mysore District by Rt. Balavoy Devaraja Urs dated month of 1903.

Whereas the Government of His Highness the Maharaja of Mysore were pleased to order in proceedings No. FC 638-43 dated 1st September 1903 a loan of Rupees 2,80,000 at 5 per cent interest on the security of my landed property, I this day Execute this mortgage deed as per terms and Conditions mentioned in the said proceedings:-

In consideration of a loan of Rupees 2,80,000 granted by the said Government to discharge my debts, I agree to pay interest at 5 per cent per annum and to mortgage as Security for the payment of principal and interest the landed property owned and possessed by me as per Schedule here to annexed Situated in the Districts of Mysore, Hassan and Bangalore as

4
mentioned in the Schedule. I have
placed all the properties mentioned
in the Schedule in the possession
of the Government and I agree and
covenant that the Deputy Commissioner
of Mysore District may pay
out of the loan of Rupees 2,80,000
above mentioned to my creditors
such sums as are due to them as
per list furnished by me to the said
Government and take and retain
in his possession discharges obtained
from my creditors.

I agree and covenant that
I am the full owner of the property
mortgaged and no one else has
right or lien whatsoever to or in
the property mortgaged, except
the encumbrances which are to be
discharged out of the said loan as
above-mentioned and I agree to
receive the balance if any out of the
amount of the loan after all my debts
as per my list are discharged and
discharges obtained from my creditors.
I agree to repay the amount of the
principal Rs 2,80,000 in the interest

at 5 ~~per~~ per cent per annum by annual instalments of not less than ~~14,000~~ 14,500 Rupees till the whole debt is liquidated. If the net ~~income~~ amount of the income of the property mortgaged, as per account of the officers appointed by the said Government and of their Subordinates with possession, together with ~~half~~ the amount of the palace Stipend ~~of~~ ~~Rs~~ 8712 payable to me, which I hereby authorize the Deputy Commissioner of ~~the~~ Mysore District for the time being to receive monthly on my behalf and credit to the Government to the account of the loan, is in any year less than Rs 14,500/- I agree to make good the deficiency.

"Draft"

Government Advocate
in Mysore

Statement Showing Extent, Assessment, Jodi &c village and minor Inams held by R.S. Dalawa

Taluk	Hobli	Village	Wet		Assessment		Dry		Assessment		Garden		Assessment	
			A.	G.	Rs	as	A.	G.	a	as	A.	G.	R	as
Bangalore	Kengeri												Bangalore	
		Ramohalli	7	31	40	12	41	22	50	8	21	39	181	"
		Maligodainhalli	"	"	"	"	70	"	6	11	"	"	"	
		Total	7	31	40	12	111	22	57	3	21	39	181	"
	Bagur	Savarekere including Basavanapalya	5	1	16	4	1139	30	619	4	2	19	15	4
		2. Doddanapalya	"	"	"	"	266	26	85	"	"	"	"	"
		3. Cholanayakanahalli	"	5	"	8	286	28	207	"	"	"	"	"
		4. Soolivara	"	7	"	12	110	2	74	8	"	"	"	"
		5. Byalalu	"	"	"	"	272	37	106	"	"	"	"	"
		6. Doddamaranahalli	"	"	"	"	110	4	58	8	"	"	"	"
		7. Chunchinaguppa	"	"	"	"	214	17	"	"	"	"	"	"
		8. Kadekarenahalli	"	"	"	"	200	"	"	"	"	"	"	"
		Total	5	13	17	8	2600	24	1150	4	2	19	15	4
Channapatna	Uttarahalli	1. Sooleri	23	26	27	4	25	30	19	4	1	14	5	"
			23	26	77	4	25	30	19	4	1	14	5	"

able to Government Land Revenue &c of
Dewaraja Pus.

Cocoa	Rs	as	Rs	as	Rs	as	Rs	as	Rs	as	Rs	as	Rs	as	Rs	as	Remarks
e Deibreech.																	
1	12	272	4	223	2	"	"	"	"	123	2	"	224	5	11		* There are Kawal Lands.
0	"	6	11	6	6	"	"	"	"	6	6	"	4	"	4	98	14 3.
1	12	278	15	129	8	"	"	"	"	129	8	"	228	6	3	98	14 3
17	10	650	12	81	3	"	208	12	"	289	15	"	409	7	2		* 864 acres of this are Jungle and Kawal Lands. This is entirely Jungle —
66	26	85	"	14	5	"	34	"	"	48	5	"	"	"	"	71	3 2.
86	83	207	8	42	6	6	23	4	"	65	10	6	203	11	6	137	1 "
0	9	75	4	42	11	3	"	"	"	42	11	3	80	1	"	37	5 9 * includes 21 acres of Land assessed waste
2	37	106	"	14	10	"	"	"	"	14	6	"	41	5	6	26	11 6 do about 100 acres of do
0	4	59	8	12	10	"	"	"	"	12	10	"	48	5	6	35	11 6
4	17	"	"	"	"	"	"	"	"	"	"	"	7	10	9	7	10 9 * This is wholly Kawal
90	"	52	15 asps. 9	22	5	"	"	"	"	22	5	"	52	15	9	30	10 9
08	16	1235	15-9	230	2	9	266	"	"	496	2	9	842	9	2	346	6 5
0	26	101	8	34	"	9	"	"	"	34	"	9	99	"	3	64	15 6
0	26	101	8	34	"	9	"	"	"	34	"	9	99	"	3	64	15 6.

510-4-2

Statement showing Extent, assessment, Jodi, payable Rinderinen held by the Dalavai Dwaraja Iyer

Village	Wet		Assessment		Dry		Assessment		Garden		Assessment		Total Extent	
	A	G	Rs	as	A	G	Rs	as	A	G	Rs	as	A	G
Kaniyambadi Hobli													Ry. for	
1. Kandipura	76	24	557	4	1	29	2	"	15	5	113	"	93	18
2. Karthalu	6	24	47	"	"	"	"	"	"	"	"	"	6	24
3. Jinakere	8	24	28	"	37	"	32	8	38	3	182	"	83	27
4. Ka Cale Hobli	1	14	"	"	"	"	"	"	2	34	29	"	4	8
5. Sakkikalli (Kandayam land)	"	"	"	"	12	19	11	8	6	16	22	"	18	35
Total	93	6	632	4	51	8	46	"	62	18	316	"	206	32
1. Balavattu Bajagat (Inam)	"	"	"	"	5	30	5	8	24	12	114	"	30	2
2 Do — — Kandayam	"	"	"	"	6	24	33	8	11	24	64	4	72	8
3 do — — Bajagat.	"	"	"	"	"	"	"	"	4	"	8	"	4	"
4. Szadanahalli	"	"	"	"	38	20	38	"	20	"	64	8	58	20
5 Kadapura	"	"	"	"	21	25	36	"	"	"	"	"	21	25
Total	-	-	-	-	126	19	113	-	59	36	230	12	186	16
1. Palballi Agrahar (Inam)	7	32	66	"	"	"	"	"	"	"	"	"	7	32
2. Do — — Kandayam land	3	6	25	8	"	"	"	"	"	"	"	"	3	6
3. Balagola (Inam)	"	"	8	"	"	"	"	"	9	5	73	"	10	5
4. Do — Jodi (Hosakelli Taluk)	3	32	31	8	4	12	4	12	10	38	69	12	19	2
Total	15	30	131	"	4	12	4	12	20	3	142	12	40	5
1 Sosale	19	2	129	"	"	"	"	"	"	"	"	"	19	2
Total	19	2	129	"	"	"	"	"	"	"	"	"	19	2
1. Tippur.	12	7	89	"	"	"	"	"	5	12	39	"	17	19
	12	7	89	"	"	"	"	"	5	12	37	"	17	19
Kanjangood Town Buildings Total														

Kanjangood Yadahose Y. Narasipura Srirangapatna Mysore
Kavalaba. Kasaba. Kasaba. Balagola Palballi Hosakelli Hobli

Government and Revenue &c of Guam &c.

accompaniments	Cost price payable to Govt			Value Cash			Total amount payable to Govt			Capitation amount			Registered			Remarks.
Acres	Rs	as	ps	Rs	as	ps	Rs	as	ps	Rs	as	ps	Rs	as	ps	
Acres	Rs															
4	500	14	6	52	8	"	553	6	6	2000	"	"	1446	9	6	
"	36	14	"	5	8	"	42	6	"	60	"	"	17	10	"	
28	41	4	"	20	4	"	51	8	"	200	"	"	138	8	"	
9 "	18	2	"	"	"	"	18	2	"	60	"	"	41	14	"	
338	35	9	"	"	"	"	35	9	"	35	9	"	"	"	"	
944	632	11	6	78	4	"	710	15	6	2355	9	"	1644	9	6	
98	66	7	"	"	"	"	66	7	"	1000	"	"	933	9	"	
372	103	13	"	"	"	"	103	13	"	200	"	"	96	3	"	
8 a	8	8	"	"	"	"	8	8	"	60	"	"	57	8	"	
87 12	87	12	"	"	"	"	87	12	"	170	"	"	82	4	"	
22 12	22	12	"	"	"	"	22	12	"	55	"	"	32	4	"	
442	289	4	"	"	"	"	289	4	"	1485	"	"	1195	12	"	
6 4	16	8	9	"	"	"	16	8	9	204	"	"	187	7	3	
9 "	25	8	"	"	"	"	25	8	"	78	"	"	52	8	"	
"	"	"	"	"	"	"	"	"	"	250	"	"				† Nicolas has two separate title deeds one for " and one less for " bay
"	46	9	3	"	"	"	46	9	3	216	"	"	419	6	9	
"	88	10	"	"	"	"	88	10	"	708	"	"	659	6	"	
"	85	15	"	"	"	"	85	15	"	500	"	"	414	1	"	
"	85	15	"	"	"	"	85	15	"	500	"	"	414	1	"	
4	133	14	"	"	"	"	133	14	"	360	"	"	226	2	"	
"	133	14	"	"	"	"	133	14	"	360	"	"	226	2	"	
							31	8	"	1000	"	"	969	8	"	This represents the rental reliable the buildings
							31	8	"	1000	"	"	969	8	"	

Statement showing Extent, Assessment &
of Inam village and minor Inams held by R. S. Dalg

Taluk	Hobli	Village	Wet		Assessment		Dry		Assessment		Garden		Assessment		Total area	
			A	g	Rs	as	A	g	Rs	as	A	g	Rs	as	A	g
Ar Kalgood	Kasaba	1. Hoonigahalli	13	15	91	"	"	"	"	"	"	"	"	"	13	45
Hoskote	Kasaba	2. Bichimahalli	12	32	82	"	1	"	1	"	"	"	"	"	13	32
		Total	26	7	173	-	1	-	1	-	-	-	-	-	27	7
	Sarvamangala Hobli	1. Hebbale	77	11	277	12	776	10	796	8	52	3	231	8	579	15
		2. Hethagoonahalli	29	16	111	12	431	36	483	12	20	27	86	12	459	7
		3. Annigamahalli	13	20	41	0	415	0	486	8	3	:	11	4	281	24
		4. Dodgavanahalli	10	31	44	12	294	22	331	12	12	11	41	0	247	16
		5. Gangamalli	..	..	"	11	112	31	108	.	.	.	.	.	98	14
		6. Ganjalgudu	74	29	288	12	438	19	449	4	37	1	146	8	183	34
		7. Boranhalli	1	17	5	0	116	10	102	.	.	.	.	.	14	32
		Total	207	14	769	.	2585	8	2755	12	125	2	517	-	1864	22
		1. Baichenahalli	.	.	.	.	.	.	.	.	3	28	18	8	.	1
		2. Kiranvallalu	.	.	.	.	.	.	.	.	4	6	20	8	.	3
		Total for the 2 villages	207	14	769	.	2585	8	2755	12	132	36	556	-	1864	26
		Bangalore District	36	~~140~~ 30	~~135~~ 135	8	2787	36	1226	11	25	32	201	4	7800	14
		Mysore "	140	5	981	4	181	39	163	12	147	29	726	8	469	83
		Kolar "	233	21	942	.	4450	34	2756	12	132	36	556	.	4817	11
		Grand Total	440	16	2058	12	7370	29	4147	3	306	17	1483	12	2087	18

payable to Government under the Dwarenja Lease.

6

Reference	Land, Such rent as payable to Govt			Old Cash			Public Demand payable to Govt			Cultivated Area			High Lands		
	Rs	as	ps	Rs	as	ps	Rs	as	ps	Rs	as	ps	Rs	as	ps
	Dewalgrich														
	77	7	2	"	"	-	77	7	2						
	76	5	7	"	"	-	76	5	7	270	-	-	116	3	3
	153	12	9	-	-	-	153	12	9	270	-	-	116	3	3
	1629	8	-	1477	12	4									
	713	8	-	783	11	6									
	716	8	-	689	1	3									
	582	-	-	658	-	-	283	14	9	4373	1	11			
	133	4	-	115	8	4									
	969	8	-	1018	10	3									
	113	-	-	114	5	0									
	4837	4	-	4657	-	8	283	14	9	4373	1	11			
	18	8	-	19	10	6	2	6	6	39	-	6	These lands are mine leases		
	20	8	-	21	12	6									
	4876	4	-	4697	8	8	286	5	3	4402	2	5			
	393	11	6	266	-		659	11	6	111915	8	510	4	2	
	1230	6	6	78	4		1340	2	6	6468 9		5109	6	6	
	460	2		-			440	2		4968 7	8	4628	5	8	
	2664	4		344	4		2460	-	-	12587		10148		4	

Remarks.

This income under "Cesp. rent included as the question is yet under consideration. There are some portions of assessed cultivable waste which if taken up will materially increase the demand.

* including Rs 31-8-0 tax on Rs 10000 rent resulting from the building of the Banjan Good town.

* 18 61 acres 26 Guntas of waste has been included in dry

Other immoveable properties

9

One house bearing Municipal No..... at Nanjangood bounded on the North by .....
South by
East by
West by

2. One house bearing Municipal No... at Mysore Fort bounded on the
East by - - - -
West by - - - - -
North by - - - - -
South by - - - -

3. One Bungalow bearing Municipal No... at Mysore bounded on the
East by - - - -
West by - - - -
North by - - - - -
South by - - - - -

4. One Cattle Shed and house at Belavatha Mysore bounded on the East by - - -
West by - - -
North by - - -
South by -

5. One bungalow bearing Municipal No... at Race Course Road

Mysore Govt. Gen. & Rev. Secretariat,
Revenue Branch.

File No. (if any) and its date—

D

No H 1842

Ed

DJ 27/1/04

Office Draft.

Progs. of the Govt. of H. H. the Maharaja of Mysore.

H

Read:

Govt Pros. No. H 638-43 dated 1st Sept 1903 sanctioning a loan of Rs 2,80,000 at 5% interest to Mr Dalvoi Devaraj Urs.

2. Letter No. 302 dated 30th Nov 1903 from the Dy. Commr, Mysore Dist, submitting a draft mortgage deed for approval.

Order:

The draft deed submitted by the Dy. Commissioner is defective both in form and in matter. It is inaccurate to say that the Govt have actually granted a loan of Rs 2,80,000/, they have merely expressed their willingness to make advances upto that amount in the event of the fulfilment of certain conditions. The time from which interest has to be paid shall be from the dates the sums of which the loan is made

up will be advanced to individual creditors at separate times. The list of debts should be annexed to the deed, but the interest may be left out and the Dy Commissioner will be requested to reduce it where possible — e.g. Messrs Tawker and Sons charge Rs 26,000/ for interest, if the claim is for articles sold, they may probably be induced to make a substantial reduction — In case the annual instalment falls short of Rs 14,500/- from collections, the debtor will make good the deficiency from other sources -

2. A revised draft deed embodying the above conditions is herewith forwarded to the Dy. Commr for his further action

3. The Dy. Commissioner's proposals vide (1) that the mortgaged properties may be managed by the Amildars of the Talukas

Draft of deed of mortgage.

This agreement made the day of 1904, between Mr.Dalavai Devaraj Urs son of (hereinafter referred to as the mortgagor) of the one part, and the Government of His Highness the Maharaja of Mysore (hereinafter referred to as the Government), represented for the purpose of the execution of these presents by the Deputy Commissioner of the Mysore District, of the other part.

WHEREAS, in order to enable the mortgagor to be freed of his debts, the Government have consented to advance a sum not exceeding Rs.2,80,000/- on the terms and conditions specified in the Proceedings of Government No.Fl.638-43 dated the 1st. day of September 1903, and on the mortgagor entering into the agreements hereinafter expressed:

Now these presents witness

THAT, in consideration of the Government undertaking to pay to the mortgagor's creditors such sums not exceeding Rs.2,80,00 in the aggregate (hereinafter referred to as the principal sums) as will secure for the mortgagor full discharges from the debts set out in the shedule A hereunto annexed. HE, the mortgagor, hereby charges and makes chargeable with the payment of the principal sums, and interest thereon at the rate of five per centum per annum from the respective dates of disbursement to the creditors, all the mortgagor's right, title and interest in the properties specified in the schedule B hereunto annexed, of which properties he is and hereby covenants that he is, subject to the incumbrances set out in schedul A, the full owner;

AND that the mortgagor further transfers to the Government the possession of all and every the said properties; and agrees that till such time as the principal sums and the interest due thereon shall have been

fully liquidated in manner hereinafter expressed, the said properties shall stand charged with the payment aforesaid, and shall remain in the full and unfettered possession enjoyment and mangement of Government;

AND that the mortgagor hereby empowers the Government to collect, receive and retain firstly the entire net income of the said properties, and secondly, a half share of the place stipend of RS.872/- per mensem ~~pay~~ payable to the mortgagor, and to apply these amounts (which together are extimated to be sufficient to produce on an average a yearly sum of Rs.14,500/-, more or less) in and towards the liquidation of the principal sums and interest due to Government;

AND that the mortgagor further empowers the Government to obtain from his creditors all documents the debts secured by which may be discharged by Government and such other evidences of discharge as the mortgagor may himself be entitled in law to obtain, And the mortgagor also agrees that in the event

of the net sums collected by Government in the manner hereinbefore indicated falling short in any yer of the sum of rupees fourteen thousand five hundred, he would make good such deficiency by payment in cash within three months of the date of notice thereof being given to him by the mortgagee.

IN witness whereof the said parties have hereto set their hands the day and year first above written.

(signaturs).

WITNESSES.....

SCHEDULE A.....

.....

SCHEDULE B.....

Office Copy

27/1/4